



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY
REFER TO

February 13, 2004

AMENDMENT NO. 002
TO SOLICITATION OF OFFERS
FOR IODINE UNDER DLA-IODINE-004

1. The above referenced Solicitation for the sale of Iodine is hereby amended to identify the next offering date and update the listing of available material.

SECTION A - SOLICITATION

2. Subsection A.1 Introduction (SEP 02), Paragraphs a.

Delete this paragraph in its entirety and replace with the following:

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting offers for the sale of approximately 1,000,000 pounds of Crude Iodine in Fiscal Year 2004, with quarterly sales of 250,000 pounds. The next opening will be held at 2:30 p.m. local time, Ft. Belvoir, VA on **February 25, 2004**. If all material is not sold, subsequent offerings will be announced. Offers must be received at the address in Section **B.2.a.** by 2:30 p.m., local time, Ft. Belvoir, VA. **In the event DNSC is closed at the time set, offers at that time will be received at 2:30 p.m., local time, Ft. Belvoir, VA on the next DNSC business day.**

3. The attached **SECTION I.2 ITEM OFFER PAGE – DLA – IODINE 004 (FEB 04)** replaces previous **SECTION I.2 ITEM OFFER PAGE – DLA – 004 (OCT 03)** with an updated listing of material available for sale. All references in the Solicitation to section I.2 are hereby updated accordingly.

4. Offerors shall indicate acknowledgment of receipt of this Amendment by signing in the space provided below and returning this form and the attached Sections **I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)**, **I.3 Certificate of Independent Price Determination (JUL 97)**, **I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)**, **I.5 Type of Business Organization (APR 96)**, **I.6 Authorized Negotiators (JUN 95)**, **I.7 Persons Authorized to Request Shipment of Material (FEB 98)**, **I.8 Offeror's Billing Address (JUL 95)** and **1.9 Iodine End User Certification (APR 99)** along with their offer to:

ATTN: DNSC-R/Bid Custodian
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No. (703) 767-5541

Failure to acknowledge receipt of this Amendment may result in the offeror being ineligible for award.

Except as provided herein, all other terms and conditions of DLA- IODINE-004 remain unchanged and in full force and effect.

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

I.1 Sale of Government Property Negotiated Sales Contract (JUL 03)

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER		PAGE OF	
This contract is entered into by and between the United States of America, hereinafter called the "Government", represented by the Contracting Officer executing this Contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-IODINE-004. In the event of a conflict between the terms on the Solicitation and this Negotiates Sales Contract, the terms on the Negotiated Sales Contract shall govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Crude Iodine ITEMS AWARDED (To be completed by the Government):					
CONTRACT PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR		EXECUTION BY GOVERNMENT			
DATE (Day, Month, Year)		UNITED STATES OF AMERICA BY:			DATE:
ADDRESS (Street, City, State and Zip) Telephone Number: _____ Facsimile Number: _____		NAME AND TITLE OF CONTRACTING OFFICER Contracting Officer DNSC-C			
Signature & Title Of Person Authorized To Sign This contract (Type or print name & title under signature)					

I.2 ITEM OFFER PAGE - DLA - IODINE-004 (FEB 04)							Page 4 of 9	
Amendment 002								
						TOTAL		
LINE		COUNTRY OF	QUANTITY	QUANTITY	PRICE	OFFERED		
ITEM	LOCATION	ORIGIN	POUNDS	OFFERED (LBS)	PER LBS	PRICE		
O19	Binghamton, NY	JAPAN	119,080					
05	New Haven, IN	CHILE	22,908					
06	New Haven, IN	CHILE	1,143,155					
07	New Haven, IN	UNKNOWN	11,111					
08	New Haven, IN	CHILE	4,324					
	Depot Totals		1,300,578					
	PLEASE NOTE:							
	Contaminated Material:	Binghamton, NY - 71 lbs.						
		New Haven, IN - 4,324 lbs.						
	COMPANY NAME:							
	SIGNATURE:							
	NAME & TITLE:							

I.3 Certificate of Independent Price Determination (JAN 01)

The Offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above

(Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision b.(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a. (1) through a. (3) above.

If the Offeror deletes or modifies subparagraph a. (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

a. (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a. (1) (i) (B) of this provision.

(D) Are ☐ are not ☐ presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws; and

(E) Have ☐ have not ☐ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (3) If the Offeror answers affirmatively to **(a) (1)**, above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph **a.** of this provision exists will not necessarily result in withholding of an award under this Solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph **a.** of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph **a.** of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Solicitation for default.

I.5 Type of Business Organization (APR 96)

The Offeror represents that--

- a. It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- b. If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation registered for business in _____ (country)

- c. If the Offeror is a corporation, it is ☐ independent (not owned or controlled by another company), ☐ owned or controlled by _____ corporation
company registered for business in _____ (state/country).
- d. If the Offeror is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____
- e. The Offeror agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Authorized Negotiators (JUN 95)

The Offeror represents that the following individuals are authorized to negotiate on its behalf.

Name

Title Telephone

Name

Title Telephone

I.7 Persons Authorized to Request Shipment of Material (FEB 98)

The Offeror shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section **J.2 Shipping Instructions**:

Typed Name Title

Signature Telephone

Typed Name Title

Signature Telephone

I.8 Offeror's Billing Address (JUL 95)

The Offeror shall provide its billing address and billing facsimile number below.

1.9 Iodine End User Certification (APR 99)

- a. The Offeror represents that the following entity shall be the final end user of any awarded Iodine:

END USER NAME:

ADDRESS:

POINT OF CONTACT:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

b. The Information provided above will be submitted to the Drug Enforcement Administration in accordance with Section A.1 (d) of the solicitation.

c. The Offeror agrees that if there are any changes to the information listed in a., above, it will promptly notify DNSC in writing within 24 hours.

(1) If the change occurs prior to award, offeror acknowledges that award may be delayed pending approval of DEA.

(2) If the change occurs after award, offeror agrees not to ship any awarded material to the new end user until approval is obtained from DEA.